

COMBINED DECLARATION AND POWER OF ATTORNEY FOR
ORIGINAL, DESIGN, NATIONAL STAGE OF PCT, SUPPLEMENTAL,
DIVISIONAL, CONTINUATION OR CONTINUATION-IN-PART APPLICATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name,

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

METHODS AND COMPOSITIONS FOR OBTAINING MATURE DENDRITIC CELLS

the specification of which

PCT FILED APPLICATION ENTERING NATIONAL STAGE

c. [] was described and claimed in International Application No. _____ filed on _____ and as amended on _____. (if any).

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, § 1.56(a).

[] I hereby claim foreign priority benefits under Title 35, United States Code § 119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

[] The attached 35 U.S.C. § 119 claim for priority for the U.S. application(s) listed below forms a part of this declaration.

<u>Country</u>	<u>Application Number</u>	<u>Date of filing (day, month, yr)</u>	<u>Date of issue (day, month, yr)</u>	<u>Priority Claimed</u>
				<input type="checkbox"/> YES <input type="checkbox"/> NO
				<input type="checkbox"/> YES <input type="checkbox"/> NO
				<input type="checkbox"/> YES <input type="checkbox"/> NO

**ADDITIONAL STATEMENTS FOR
DIVISIONAL, CONTINUATION OR CONTINUATION-IN-PART**

I hereby claim the benefit under Title 35, United States Code § 120 of any United States application(s) listed below.

Application Serial No.	Filing Date,	Status (patented, pending, abandoned)
Application Serial No.	Filing Date,	Status (patented, pending, abandoned)

[] In this continuation-in-part application, insofar as the subject matter of any of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, § 112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, § 1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or Imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

I hereby appoint the following attorneys and/or agents with full power of substitution and revocation, to prosecute this application, to receive the patent, and to transact all business in the Patent and Trademark Office connected therewith: John D. Foley (Reg. No. 16,836), John A. Diaz (Reg. No. 19,550), Thomas P. Dowling (Reg. No. 19,221), John C. Vassil (Reg. No. 19,098), Warren H. Rotert (Reg. No. 19,659), Alfred P. Ewert (Reg. No. 19,887), David H. Pfeffer, P.C. (Reg. No. 19,825), Harry C. Marcus (Reg. No. 22,390), Robert E. Paulson (Reg. No. 21,046), Stephen R. Smith (Reg. No. 22,615), Kurt E. Richter (Reg. No. 24,052), J. Robert Dailey (Reg. No. 27,434), Eugene Moroz (Reg. No. 25,237), John F. Sweeney (Reg. No. 27,471), Arnold I. Rady (Reg. No. 26,601), Christopher A. Hughes (Reg. No. 26,914), William S. Feiler (Reg. No. 26,728), Joseph A. Calvaruso (Reg. No. 28,287), James W. Gould (Reg. No. 28,859), Richard C. Komson (Reg. No. 27,913), Israel Blum (Reg. No. 26,710), Bartholomew Verdirame (Reg. No. 28,483), Maria C. H. Lin (Reg. No. 29,323), Joseph A. DeGirolamo (Reg. No. 28,595), Christopher E. Chalsen (Reg. No. 30,936), Michael A. Nicodema (Reg. No. 33,199) and Michael P. Dougherty (Reg. No. 32,730), Seth J. Atlas (Reg. No. 32,454) and Andrew M. Riddles (Reg. No. 31,657) of Morgan & Finnegan, L.L.P. whose address is: 345 Park Avenue, New York, New York 10154; and Edward A. Pennington (Reg. No. 32,588) of Morgan & Finnegan, L.L.P., whose address is: 1299 Pennsylvania Avenue, N.W., Suite 960, Washington, D.C. 20004.

[] I hereby authorize the U.S. attorneys and/or agents named hereinabove to accept and follow instructions from _____ as to any action to be taken in the U.S. Patent and Trademark Office regarding this application without direct communication between the U.S. attorneys and/or agents and me. In the event of a change in the person(s) from whom instructions may be taken I will so notify the U.S. attorneys and/or agents named hereinabove.

I hereby specify the following as the correspondence address to which all communications about this application are to be directed:

SEND CORRESPONDENCE TO:

MORGAN & FINNEGAN, L.L.P., 345 Park Avenue, New York, N.Y. 10154

DIRECT TELEPHONE CALLS TO: KENNETH H. SONNENFELD, ESQ.
(212) 758-4800Full name of sole or first inventor RALPH M. STEINMANInventor's signature* R. M. Steinman4/30/96

date

Residence 62 North Avenue, Westport, Connecticut 06880Citizenship United States of AmericaPost Office Address 62 North Avenue, Westport, Connecticut 06880Full name of second joint inventor, if any NINA BHARDWAJInventor's signature* Nina Bhardwaj4/30/96

date

Residence 114 Upper Mountain Avenue, Montclair, New Jersey 07042Citizenship United States of AmericaPost Office Address 114 Upper Mountain Avenue, Montclair, New Jersey 07042

ATTACHED IS ADDED PAGE TO COMBINED DECLARATION AND POWER OF ATTORNEY FOR SIGNATURE BY THIRD AND SUBSEQUENT INVENTORS FORM.

* Before signing this declaration, each person signing must:

1. Review the declaration and verify the correctness of all information therein; and
2. Review the specification and the claims, including any amendments made to the claims.

After the declaration is signed, the specification and claims are not to be altered.

To the inventor(s):

The following are cited in or pertinent to the declaration attached to the accompanying application:

ADDED PAGE TO COMBINED DECLARATION
AND POWER OF ATTORNEY FOR SIGNATURE
BY THIRD AND SUBSEQUENT INVENTORS

Full name of third joint inventor, if any GEROLD SCHULER

Inventor's signature _____ date _____

Residence Fischnalerstr. 21/15D, A-6020 Innsbruck, Austria

Citizenship Austria

Post Office Address Fischnalerstr. 21/15D, A-6020 Innsbruck, Austria

Full name of fourth joint inventor, if any _____

Inventor's signature _____ date _____

Residence _____

Citizenship _____

Post Office Address _____

Full name of fifth joint inventor, if any _____

Inventor's signature _____ date _____

Residence _____

Citizenship _____

Post Office Address _____

Before signing this declaration, each person signing must:

1. Review the declaration and verify the correctness of all information therein;
and
2. Review the specification and the claims, including any amendments made to
the claims.

After the declaration is signed, the specification and claims are not to be altered.

Title 37, Code of Federal Regulation, §1.56

Duty to disclose information material to patentability

(a) A patent by its very nature is affected with a public interest. The public interest is best served, and the most effective patent examination occurs when, at the time an application is being examined, the Office is aware of and evaluates the teachings of all information material to patentability. Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section. The duty to disclose information exists with respect to each pending claim until the claim is canceled or withdrawn from consideration, or the application becomes abandoned. Information material to the patentability of a claim that is canceled or withdrawn from consideration need not be submitted if the information is not material to the patentability of any claim remaining under consideration in the application. There is no duty to submit information which is not material to the patentability of any existing claim. The duty to disclose all information known to be material to patentability is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office in the manner prescribed by §§1.97(b)-(d) and 1.98. However, no patent will be granted on an application in connection with which fraud on the Office was practiced or attempted or the duty of disclosure was violated through bad faith or intentional misconduct. The Office encourages applicants to carefully examine:

- (1) prior art cited in search reports of a foreign patent office in a counterpart application, and
- (2) the closest information over which individuals associated with the filing or prosecution of a patent application believe any pending claim patentably defines, to make sure that any material information contained therein is disclosed to the Office.

Title 35, U.S. Code § 101

Inventions patentable

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

Title 35 U.S. Code § 102

Conditions for patentability; novelty and loss of right to patent

A person shall be entitled to a patent unless --

- (a) the invention was known or used by others in this country, or patented or described in a printed publication in this or a foreign country, before the invention thereof by the applicant for patent,
- (b) the invention was patented or described in a printed publication in this or foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States, or
- (c) he has abandoned the invention, or
- (d) the invention was first patented or caused to be patented, or was the subject of an inventor's certificate, by the applicant or his legal representatives or assigns in a foreign country prior to the date of the application for patent in this country on an application for patent or inventor's certificate filed more than twelve months before the filing of the application in the United States, or

(e) the invention was described in a patent granted on an application for patent by another filed in the United States before the invention thereof by the applicant for patent, or on an international application by another who has fulfilled the requirements of paragraphs (1), (2), and (4) of section 371(c) of this title before the invention thereof by the applicant for patent, or

(f) he did not himself invent the subject matter sought to be patented, or

(g) before the applicant's invention thereof the invention was made in this country by another who had not abandoned, suppressed, or concealed it. In determining priority of invention there shall be considered not only the respective dates of conception and reduction to practice of the invention, but also the reasonable diligence of one who was first to conceive and last to reduce to practice, from a time prior to conception by the other ...

Title 35, U.S. Code § 103

Conditions for patentability; non-obvious subject matter

A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Subject matter developed by another person, which qualifies as prior art only under subsection (f) or (g) of section 102 of this title, shall not preclude patentability under this section where the subject matter and the claimed invention were, at the time the invention was made, owned by the same person or subject to an obligation of assignment to the same person.

Title 35, U.S. Code § 112 (in part)

Specification

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same, and shall set forth the best mode contemplated by the inventor of carrying out his invention.

Title 35, U.S. Code, § 119

Benefit of earlier filing date in foreign country; right of priority

An application for patent for an invention filed in this country by any person who has, or whose legal representatives or assigns have, previously regularly filed an application for a patent for the same invention in a foreign country which affords similar privileges in the case of applications filed in the United States or to citizens of the United States, shall have the same effect as the same application would have if filed in this country on the date on which the application for patent for the same invention was first filed in such foreign country, if the application in this country is filed within twelve months from the earliest date on which such foreign application was filed; but no patent shall be granted on any application for patent for an invention which had been patented or described in a printed publication in any country more than one year before the date of the actual filing of the application in this country, or which had been in public use or on sale in this country more than one year prior to such filing.

Title 35, U.S. Code, § 120

Benefit or earlier filing date in the United States

An application for patent for an invention disclosed in the manner provided by the first paragraph of section 112 of this title in an application previously filed in the United States, or as provided by section 363 of this title, which is filed by an inventor or inventors named in the previously filed application shall have the same effect, as to such invention, as though filed on the date of the prior application, if filed before the patenting or abandonment of or termination of proceedings on the first application or an application similarly entitled to the benefit of the filing date of the first application and if it contains or is amended to contain a specific reference to the earlier filed application.

Please read carefully before signing the Declaration attached to the accompanying Application.

If you have any questions, please contact Morgan & Finnegan, L.L.P.

FORM: COMB-DEC.NY

Rev. 3/27/95



K. Sonnenfeld
UNITED STATES DEPARTMENT OF COMMERCE

Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

2016-4011

DECEMBER 02, 1996

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DEPT.



100269543A

DEC 3 5 1996

JAN LIP

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 08/12/1996

REEL/FRAME: 8148/0667
NUMBER OF PAGES: 6

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

STEINMAN, RALPH M.

DOC DATE: 04/30/1996

ASSIGNOR:

BHARDWAJ, NINA

DOC DATE: 04/30/1996

ASSIGNEE:

ROCKEFELLER UNIVERSITY, THE
1230 YORK AVENUE
NEW YORK, NEW YORK 10021

SERIAL NUMBER: 08600483

FILING DATE: 02/12/1996

PATENT NUMBER:

ISSUE DATE:

DOROTHY RILEY, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

09-24-1996



100269543

PATENT

Docket No. 2016-4011

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

MRD 8-12-96
Applicant(s) : RALPH M. STEINMAN, ET AL.
Serial No. : 08/600,483 Group Art Unit:
Filed : February 12, 1996 Examiner:
For : METHODS AND COMPOSITIONS FOR OBTAINING
MATURE DENDRITIC CELLS

RECORDATION FORM COVER SHEET PURSUANT TO 37 C.F.R. § 1.331

Assistant Commissioner for Patents
BOX ASSIGNMENTS
Washington, D.C. 20231

Sir:

Please record the attached original documents or copy thereof.

1. Name of conveying party/parties:

RALPH M. STEINMAN AND NINA BHARDWAJ

2. Name and address of receiving party/parties:

Name: THE ROCKEFELLER UNIVERSITY

Internal Address: _____

Street Address: 1230 YORK AVENUE

City NEW YORK State NEW YORK ZIP 10021

Name: _____

Internal Address: _____

Street Address: _____

City _____ State _____ ZIP _____

Additional names and addresses attached.

3. Nature of Conveyance: Assignment Merger Security Agreement
 Change of Name Other

40E
NO SPEC
F00

PATENT

Docket No. 2016-4011

4. Application Number(s) or Patent Number(s):

This document is being filed together with a new application which was executed on _____.

Patent Application No.(s) 08/600,483

Patent No.(s) _____

5. Address all future communications to:

MORGAN & FINNEGAN, L.L.P.
345 Park Avenue
New York, New York 10154

6. Total number of applications and patents involved: (1) ONE

7. Total fee (37 CFR § 1.331): \$40.00 per property x 1 property(ies) = \$ 40.00

A check in the amount of \$ 40.00 to cover the recordation fee is enclosed:

Charge fee to Deposit Account No. 13-4500. Order No. _____, A DUPLICATE COPY OF THIS SHEET IS ATTACHED.

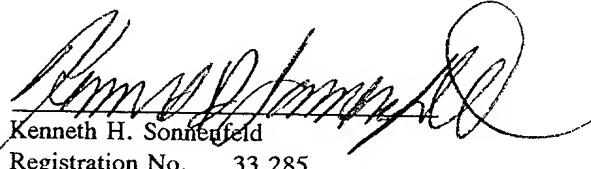
The Commissioner is hereby authorized to charged any additional fees which may be required for this recordation, or credit any overpayment to Deposit Account No. 13-4500. Order No. 2016-4011, A DUPLICATE COPY OF THIS SHEET IS ATTACHED.

8. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Respectfully submitted,

MORGAN & FINNEGAN, L.L.P.

By:


Kenneth H. Sonnenfeld
Registration No. 33,285

Dated: August 7, 1996

Mailing Address:

MORGAN & FINNEGAN
345 Park Avenue
New York, New York 10154
(212) 758-4800
(212) 751-6849 Telecopier

Total number of pages comprising this cover sheet 2

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner of Patents and Trademarks, Washington, D.C. 20231, on 8/7/96

PATENT

Docket No. 2016-4011

ASSIGNMENT OF APPLICATION FOR PATENT

WHEREAS:

RALPH M. STEINMAN - 62 North Avenue, Westport, Connecticut 06889 (ASSIGNOR);
NINA BHARDWAJ - 114 Upper Mountain Avenue, Monclair, New Jersey 07042 (ASSIGNOR);
and GEROLD SCHULER - Buckenhoferstr. 11, D-91080 Spardorf, Germany
(full name(s) and post office address(s) of inventor(s) (including country))

(hereinafter referred to as ASSIGNOR(S)), have made a discovery or invention entitled:

METHODS AND COMPOSITIONS FOR OBTAINING MATURE DENDRITIC CELLS
(title of discovery or invention)

for which application for Letters Patent of the United States has been executed on even date herewith,
 for which application for Letters Patent of the United States has been filed on February 12, 1996,
under Serial No. 08/600,483, and

WHEREAS:

THE ROCKEFELLER UNIVERSITY - 1230 YORK AVENUE, NEW YORK, NEW YORK 10021
(name and address of assignee)

(hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that in consideration of the payment by ASSIGNEE to ASSIGNOR(S) of the sum of ONE Dollar (\$ 1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR(S) hereby sells, assigns and transfers to ASSIGNEE, its successors, legal representatives and assigns, the full and exclusive right, title and interest to said discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

I, SAID ASSIGNOR(S), hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and behoof of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

I, SAID, ASSIGNOR(S), hereby covenant that I have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over;

AND I, SAID ASSIGNOR(S) hereby further covenant and agree that the ASSIGNEE, its successors, legal representatives, or assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that I will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to me respecting said discovery or invention, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that if reissues of the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or filings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives, or assigns, I will, at any time, when called upon to do so by the ASSIGNEE its successors, legal representatives, or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discovery in all countries, all without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

Assignor's signature: RALPH M. STEINMAN

First name
RALPH

Middle initial
M.

Last name
STEINMAN

Citizenship: United States of America

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 30 day of April, 19 96.

STATE OF New York)
ss.:
COUNTY OF Queens)

On this 30 day of April, 19 96, before me, the undersigned authority, personally appeared RALPH M. STEINMAN to me known and known to me to be the individual who is described in and who executed the foregoing Assignment, and who duly acknowledged to me that he executed the same as his own voluntary act and deed for the uses and purposes therein specified.

Marquette T. Kelly
Notary Public

NOTARY PUBLIC
State of New York
No. 41-48,3775
Certified in Queens County

219648_1

Commission Expires March 29, 19...

8/31/96

Assignor's signature: Nina Bhardwaj
 First name NINA Middle initial Last name BHARDWAJ
 Citizenship: United States of America

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 30 day of April, 19 96.

STATE OF New York)
 ss.:
 COUNTY OF Queens)

On this 30 day of April, 19 96, before me, the undersigned authority, personally appeared NINA BHARDWAJ to me known and known to me to be the individual who is described in and who executed the foregoing Assignment, and who duly acknowledged to me that he executed the same as his own voluntary act and deed for the uses and purposes therein specified.

Magdalene T. Kelly
 Notary Public
 MAGDALENE T. KELLY
 Notary Public, State of New York
 No. 41-163775
 Qualified in Queens County
 Commission Expires 8/31/96

Assignor's signature: _____
 First name _____ Middle initial _____ Last name _____

Citizenship: _____

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this _____ day of _____, 19 ____.

STATE OF _____)
 ss.:
 COUNTY OF _____)

On this _____ day of _____, 19 ___, before me, the undersigned authority, personally appeared to me known and known to me to be the individual who is described in and who executed the foregoing Assignment, and who duly acknowledged to me that he executed the same as his own voluntary act and deed for the uses and purposes therein specified.

 Notary Public

COMBINED DECLARATION AND POWER OF ATTORNEY FOR
ORIGINAL, DESIGN, NATIONAL STAGE OF PCT, SUPPLEMENTAL,
DIVISIONAL, CONTINUATION OR CONTINUATION-IN-PART APPLICATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name,

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

METHODS AND COMPOSITIONS FOR OBTAINING MATURE DENDRITIC CELLS the specification of which

PCT FILED APPLICATION ENTERING NATIONAL STAGE

c. [] was described and claimed in International Application No. _____ filed on _____ and as amended on _____. (if any).

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I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, § 1.56(a).

I hereby claim foreign priority benefits under Title 35, United States Code § 119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

[] The attached 35 U.S.C. § 119 claim for priority for the U.S. application(s) listed below forms a part of this declaration.

Country	Application Number	Date of filing (day, month, yr)	Date of issue (day, month, yr)	Priority Claimed
---------	--------------------	---------------------------------	--------------------------------	------------------

YES NO

YES NO

**ADDITIONAL STATEMENTS FOR
DIVISIONAL, CONTINUATION OR CONTINUATION-IN-PART**

I hereby claim the benefit under Title 35, United States Code § 120 of any United States application(s) listed below.

Application Serial No.	Filing Date,	Status (patented, pending, abandoned)
Application Serial No.	Filing Date,	Status (patented, pending, abandoned)

[] In this continuation-in-part application, insofar as the subject matter of any of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, § 112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, § 1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or Imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

I hereby appoint the following attorneys and/or agents with full power of substitution and revocation, to prosecute this application, to receive the patent, and to transact all business in the Patent and Trademark Office connected therewith: John D. Foley (Reg. No. 16,836), John A. Diaz (Reg. No. 19,550), Thomas P. Dowling (Reg. No. 19,221), John C. Vassil (Reg. No. 19,098), Warren H. Rotert (Reg. No. 19,659), Alfred P. Ewert (Reg. No. 19,887), David H. Pfeffer, P.C. (Reg. No. 19,825), Harry C. Marcus (Reg. No. 22,390), Robert E. Paulson (Reg. No. 21,046), Stephen R. Smith (Reg. No. 22,615), Kurt E. Richter (Reg. No. 24,052), J. Robert Dailey (Reg. No. 27,434), Eugene Moroz (Reg. No. 25,237), John F. Sweeney (Reg. No. 27,471), Arnold I. Rady (Reg. No. 26,601), Christopher A. Hughes (Reg. No. 26,914), William S. Feiler (Reg. No. 26,728), Joseph A. Calvaruso (Reg. No. 28,287), James W. Gould (Reg. No. 28,859), Richard C. Komson (Reg. No. 27,913), Israel Blum (Reg. No. 26,710), Bartholomew Verdirame (Reg. No. 28,483), Maria C. H. Lin (Reg. No. 29,323), Joseph A. DeGirolamo (Reg. No. 28,595), Christopher E. Chalsen (Reg. No. 30,936), Michael A. Nicodema (Reg. No. 33,199) and Michael P. Dougherty (Reg. No. 32,730), Seth J. Atlas (Reg. No. 32,454) and Andrew M. Riddles (Reg. No. 31,657) of Morgan & Finnegan, L.L.P. whose address is: 345 Park Avenue, New York, New York 10154; and Edward A. Pennington (Reg. No. 32,588) of Morgan & Finnegan, L.L.P., whose address is: 1299 Pennsylvania Avenue, N.W., Suite 960, Washington, D.C. 20004.

[] I hereby authorize the U.S. attorneys and/or agents named hereinabove to accept and follow instructions from _____ as to any action to be taken in the U.S. Patent and Trademark Office regarding this application without direct communication between the U.S. attorneys and/or agents and me. In the event of a change in the person(s) from whom instructions may be taken I will so notify the U.S. attorneys and/or agents named hereinabove.

**ADDED PAGE TO COMBINED DECLARATION
AND POWER OF ATTORNEY FOR SIGNATURE
BY THIRD AND SUBSEQUENT INVENTORS**

Full name of third joint inventor, if any GEROLD SCHULER

Inventor's signature* P. Schuler July 15, 1996 date

Residence Buckenhoferstr. 11, D-91080 Spardorf, Germany

Citizenship Austria

Post Office Address Buckenhoferstr. 11, D-91080 Spardorf, Germany

Full name of fourth joint inventor, if any _____

Inventor's signature* _____ date

Residence _____

Citizenship _____

Post Office Address _____

Full name of fifth joint inventor, if any _____

Inventor's signature* _____ date

Residence _____

Citizenship _____

Post Office Address _____

* Before signing this declaration, each person signing must:

1. Review the declaration and verify the correctness of all information therein; and
2. Review the specification and the claims, including any amendments made to the claims.

After the declaration is signed, the specification and claims are not to be altered.

Title 37, Code of Federal Regulation, §1.56

Duty to disclose information material to patentability

(a) A patent by its very nature is affected with a public interest. The public interest is best served, and the most effective patent examination occurs when, at the time an application is being examined, the Office is aware of and evaluates the teachings of all information material to patentability. Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section. The duty to disclose information exists with respect to each pending claim until the claim is canceled or withdrawn from consideration, or the application becomes abandoned. Information material to the patentability of a claim that is canceled or withdrawn from consideration need not be submitted if the information is not material to the patentability of any claim remaining under consideration in the application. There is no duty to submit information which is not material to the patentability of any existing claim. The duty to disclose all information known to be material to patentability is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office in the manner prescribed by §§1.97(b)-(d) and 1.98. However, no patent will be granted on an application in connection with which fraud on the Office was practiced or attempted or the duty of disclosure was violated through bad faith or intentional misconduct. The Office encourages applicants to carefully examine:

- (1) prior art cited in search reports of a foreign patent office in a counterpart application, and
- (2) the closest information over which individuals associated with the filing or prosecution of a patent application believe any pending claim patentably defines, to make sure that any material information contained therein is disclosed to the Office.

Title 35, U.S. Code § 101

Inventions patentable

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

Title 35 U.S. Code § 102

Conditions for patentability; novelty and loss of right to patent

A person shall be entitled to a patent unless --

- (a) the invention was known or used by others in this country, or patented or described in a printed publication in this or a foreign country, before the invention thereof by the applicant for patent,
- (b) the invention was patented or described in a printed publication in this or foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States, or
- (c) he has abandoned the invention, or
- (d) the invention was first patented or caused to be patented, or was the subject of an inventor's certificate, by the applicant or his legal representatives or assigns in a foreign country prior to the date of the application for patent in this country on an application for patent or inventor's certificate filed more than twelve months before the filing of the application in the United States, or

(e) the invention was described in a patent granted on an application for patent by another filed in the United States before the invention thereof by the applicant for patent, or on an international application by another who has fulfilled the requirements of paragraphs (1), (2), and (4) of section 371(c) of this title before the invention thereof by the applicant for patent, or

(f) he did not himself invent the subject matter sought to be patented, or

(g) before the applicant's invention thereof the invention was made in this country by another who had not abandoned, suppressed, or concealed it. In determining priority of invention there shall be considered not only the respective dates of conception and reduction to practice of the invention, but also the reasonable diligence of one who was first to conceive and last to reduce to practice, from a time prior to conception by the other ...

Title 35, U.S. Code § 103

Conditions for patentability; non-obvious subject matter

A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Subject matter developed by another person, which qualifies as prior art only under subsection (f) or (g) of section 102 of this title, shall not preclude patentability under this section where the subject matter and the claimed invention were, at the time the invention was made, owned by the same person or subject to an obligation of assignment to the same person.

Title 35, U.S. Code § 112 (in part)

Specification

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same, and shall set forth the best mode contemplated by the inventor of carrying out his invention.

Title 35, U.S. Code, § 119

Benefit of earlier filing date in foreign country; right of priority

An application for patent for an invention filed in this country by any person who has, or whose legal representatives or assigns have, previously regularly filed an application for a patent for the same invention in a foreign country which affords similar privileges in the case of applications filed in the United States or to citizens of the United States, shall have the same effect as the same application would have if filed in this country on the date on which the application for patent for the same invention was first filed in such foreign country, if the application in this country is filed within twelve months from the earliest date on which such foreign application was filed; but no patent shall be granted on any application for patent for an invention which had been patented or described in a printed publication in any country more than one year before the date of the actual filing of the application in this country, or which had been in public use or on sale in this country more than one year prior to such filing.

Title 35, U.S. Code, § 120

Benefit or earlier filing date in the United States

An application for patent for an invention disclosed in the manner provided by the first paragraph of section 112 of this title in an application previously filed in the United States, or as provided by section 363 of this title, which is filed by an inventor or inventors named in the previously filed application shall have the same effect, as to such invention, as though filed on the date of the prior application, if filed before the patenting or abandonment of or termination of proceedings on the first application or an application similarly entitled to the benefit of the filing date of the first application and if it contains or is amended to contain a specific reference to the earlier filed application.

Please read carefully before signing the Declaration attached to the accompanying Application.

If you have any questions, please contact Morgan & Finnegan, L.L.P.

FORM: COMB-DEC.NY

Rev. 3/27/95

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BOX ASSIGNMENT

ASSISTANT COMMISSIONER FOR PATENTS

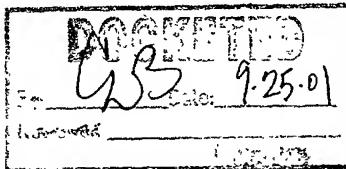
SIR: PLEASE ACKNOWLEDGE RECEIPT OF THE FOLLOWING:

- Assignment Cover Sheet
- Assignment
- Check #489146 for \$240.00 recordation fee
- Certificate of Mailing September 24, 2001

In re: Patents No.: 5,994,126; 5,851,756; 6,274,378 and Applns No.: 09/073,596; 09/451,111;
08/600,483

REF. NOS.: 13159.0001U4, 0001U5, 0001U6, 0001U7, 0002U1, 0003U2
(SJC/cmd)

***Pls forward this return postcard to CMD when returned from PTO. Tx.**



FORM PTO-1595
(Revised 6-93)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORDATION FORM COVER SHEET
PATENTS ONLY

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS:

Please record the attached original documents or copy thereof.

ATTORNEY DOCKET NO.: 13159.0001U4; 13159.0001U5;
13159.0001U6; 13159.0001U7; 13159.0002U1;
13159.0003U2

1. Name of conveying party(ies): Gerold Schuler,
M.D.

Additional names of conveying party(ies)
attached?

YES NO

2. Name and address of receiving party(ies):

Name: Merix Bioscience, Inc.

Internal Address:

Street Address: 4233 Technology Drive

City: Durham

State: North Carolina

Zip: 27704

Additional name(s) and address(es) attached?

YES NO

3. Nature of conveyance:

<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> Merger	<input type="checkbox"/> Other
<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Change of Name	

Execution Date: June 26, 2001

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

Patent Application No.(s): 09/073,596;
09/451,511; 08/600,483

B. Patent No.(s): 5,994,126; 5,851,756; 6,274,378

Additional numbers attached? YES NO

5. Name and address of party to whom correspondence
concerning document should be mailed:

Shari J. Corin, Ph.D.
NEEDLE & ROSENBERG, P.C.
Suite 1200, The Candler Building
127 Peachtree Street, N.E.
Atlanta, Georgia 30303-1811
(404) 688-0770

6. Total number of applications and patents involved:
6 (SIX)

7. Total fee (37 CFR 3.41): \$240.00

Enclosed

Authorized to be charged to Deposit Account.

The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment, to Deposit Account No. 14-0629.

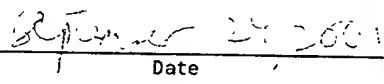
8. Deposit account number: 14-0629

=====
(Attach duplicate copy of this form if paying by deposit account)

9. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.



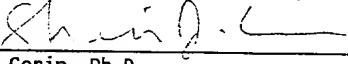
Shari J. Corin
Reg. No. 46,243



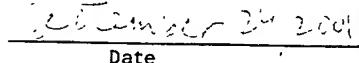
Date

Total Number of Pages Including Cover Sheet, Attachments, and Document: 16

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: BOX ASSIGNMENT, Commissioner for Patents, Washington, D.C. 20231, on the date noted below.



Shari J. Corin, Ph.D.



Date

PATENT ASSIGNMENT AGREEMENT

THIS AGREEMENT dated as of June 26, 2001 ("Effective Date"), by and between Gerold Schuler, M.D., with his principal address as Am Veilchenberg 25, D-91080 Spardorf, Germany (hereinafter referred to as "Assignor") and Merix Bioscience, Inc., a Delaware corporation, with its principal offices at 4233 Technology Drive, Durham, North Carolina 27704 (hereinafter referred to as "Assignee").

STATEMENT OF PURPOSE

WHEREAS, Assignor desires to transfer to Assignee all rights Assignor currently has in the Patents pursuant to the terms of this Agreement; and

WHEREAS, Assignee acknowledges that Assignor's ability to transfer to Assignee all rights Assignor currently has in the Patents outside the United States is based upon the Inventorship Agreement between Assignor and The Rockefeller University, a copy of which is attached as **Exhibit C** hereto (the "Inventorship Agreement").

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following definitions:

(a) "**Calendar Half**" means each six-month period, or any portion thereof, beginning on January 1 and July 1.

(b) "**Fair Market Value**" means the cash consideration that Assignee or its sublicensee would realize from an unaffiliated, unrelated buyer in an arm's length sale of a Product.

(c) "**Net Sales**" means the consideration or Fair Market Value attributable to the Sale of any Product(s), less qualifying costs directly attributable to such Sale and borne by Assignee or its sublicensee. Such qualifying costs shall be limited to the following:

(i) Discounts for quantity purchases, for prompt payments and for wholesalers and distributors;

(ii) Credits or refunds, not exceeding the original invoice amount, for claims or returns;

(iii) Prepaid outbound transportation expenses and transportation insurance premiums; and

(iv) Sales and use taxes, tariff duties and other fees imposed by a governmental agency.

(d) "Patents" shall mean the patents and patent applications set forth on **Exhibit A**. In addition, "Patents" shall also mean the following related to those patents and patent applications set forth on **Exhibit A**:

- (i) all letters patent of the United States or other country and all applications for letters patent of the United States or other country;
- (ii) all re-issues, continuations, divisions, continuations-in-part, renewals, or extensions thereof;
- (iii) the inventions disclosed or claimed in the patent and patent applications, including the right to make, use, practice and/or sell (or license or otherwise transfer or dispose of) the inventions disclosed or claimed therein;
- (iv) the right (but not the obligation) to make and prosecute applications; and
- (v) all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and proceeds (including insurance proceeds) of any and all of the foregoing, and all books and records and technical information and data describing or used in connection with any and all such rights, interests, assets or property, provided that said additions, improvements, accessions, substitutions and replacements do not include patents of Assignor that were conceived and reduced to practice prior to the date of this Agreement described in Schedule 1(d).

(e) "Patent Rights" shall mean any and all past present or future rights in, to and associated with the Patents of **Exhibit A** throughout the world (except for the rights in, to and associated with the patents of Assignor that were conceived and reduced to practice prior to the date of this Agreement as in Schedule 1(d)), whether arising under federal law, state law, common law, or otherwise, including but not limited to the following: all such rights arising out of or associated with the Patents of **Exhibit A**; the right (but not the obligation) to register claims under any federal, state or other patent law or regulation; the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Assignors or Assignee for any and all past, present and future infringements of or any other damages or injury to the Patents or the Patent Rights, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury.

(f) "Products" shall mean products sold using the Patent Rights under the Patents listed in **Exhibit A**. Under this Agreement, Products shall be considered to be sold when shipped or when an invoice is sent out, whichever occurs first, except that upon expiration of any Patent covering such Product, all Products Assignee made by, on, or prior to the date of such

expiration that have not been shipped or invoiced prior thereto shall be subject to royalty and reported to Assignor. Royalties paid on Products that are not accepted by the customer shall be credited to the Assignee.

(g) **"PTO"** shall mean the United States Patent and Trademark Office.

(h) **"Sale"** means any bona fide transaction for which consideration is received for the sale of Product(s) worldwide. A Sale of Product(s) shall be deemed completed at the time Assignee or its sublicensee recognizes revenues for the sale of such Product(s), whichever occurs first.

2. **Assignment.** Assignor represents that he and The Rockefeller University have entered into the Inventorship Agreement. Assignor hereby grants, assigns, transfers, and conveys to Assignee Assignor's entire right, title, and interest in and to the Patents and Patent Rights worldwide as set forth on **Exhibit A** and all of Assignor's rights with respect to the Inventorship Agreement, a copy of which is attached as **Exhibit C**.

3. **Representations, Warranties, and Covenants of Assignors.** Assignor represents and warrants to, and covenants and agrees with, Assignee as follows:

(a) **Schedules of Patents and Licenses.** **Exhibit A** is a true and complete list of all Patents co-owned with the Rockefeller University. Assignor further represents and warrants that there are no other license or other agreements pursuant to which any persons (other than Assignor), have the right to use or have any right, title or interest in any of the Patents, provided that Assignor's representation herein, as to license or other rights granted by The Rockefeller University, is limited to matters within Assignor's knowledge. Furthermore, Assignor represents and warrants that the European Patent Office proceedings, including but not limited to the proceeding described in Schedule 3.1, and any other legal proceedings shall not impair any rights, title, or interest granted herein in any fashion. Should Assignor breach any of these representations and warranties, Assignor shall hold Assignee harmless, and Assignee shall be entitled to a monetary offset to its payment obligations pursuant to Section 5 below, for any and all losses attributable to such breach.

(b) **Title.** Except for the rights of The Rockefeller University as co-owner of the Patents, to the best of his knowledge, the Assignor is the sole and exclusive owner of the entire legal and beneficial right, title and interest in and to the Patents of **Exhibit A**, free and clear of any lien, charge, security interest, claim, or other encumbrance.

(c) **Validity and Enforceability.** The patents and patent applications listed on **Exhibit A** have been filed with the United States Patent and Trademark Office and the respective foreign patent authorities, and have not been adjudged invalid or unenforceable. Assignor has not received written notice of any claim by any third party that any of the patent applications are invalid or unenforceable. The execution, delivery and performance of this Agreement and the Inventorship Agreement do not conflict with any other agreements binding on Assignee.

(d) **Exclusive Right to Use.** To the best of the Assignor's knowledge and belief, except for the rights of The Rockefeller University as co-owner of the Patents, the Assignor has

the exclusive right to practice, make, sell, and use all the Patents, throughout the countries of issue, free and clear of any liens, charges, encumbrances, claims or rights of any third party, or restrictions on the rights of the Assignor to protect or enforce any of his Patent Rights against any third party.

(e) Enforcements of Licenses. The Assignor shall use reasonable efforts to insure that each licensee of any Patent, in its use of any or all of the Patents in its business, shall (i) comply fully with all applicable license agreements and (ii) satisfy and perform all the same obligations set forth herein (with respect to the Assignee's use of the Patents) as fully as though such obligations were set forth with respect to such licensee's use of the licensed Patents.

(f) No Infringements. To the best of Assignor's knowledge and belief, there is at present no material infringement or unauthorized or improper use of the Patents or related Patent Rights. Assignor shall use efforts consistent with past practices to detect any such infringement or unauthorized or improper use. In the event any such infringement or unauthorized or improper use by any third party has been reasonably established by the Assignor, Assignor shall promptly notify Assignee.

(g) No Warranty on Function. Assignee makes no warranty, express or implied, as to the designs or functions or other content of the Patents except as specifically described in this paragraph 3.

4. No Warranty. Assignee makes no warranty, express or implied, except as specifically described in this Agreement.

5. Royalties, Records and Other Compensation.

(a) Royalties. For the life of the Patents, Assignee shall pay to Assignor royalties at the rate of one-half of one percent (0.5%) of the Net Sales of Products made, made for, used, or sold by Assignee, and/or its sublicensees.

(b) Report. Assignee shall deliver to Assignor within sixty (60) days after the end of each Calendar Half a written report, certified by the chief financial officer of Assignee, setting forth the calculation of the royalties due to Assignor for such Calendar Half, including, without limitation: (i) number of Products involved in Sales, listed by country; (ii) gross consideration for Sales of Products, including all amounts invoiced, billed, or received; (iii) qualifying costs, as stipulated in Section 1(c), listed by category of cost; (iv) Net Sales of Products listed by country; and (v) Royalties owed to Assignor, listed by category, including without limitation earned and Sublicensee derived categories.

(c) Payment. Assignee shall pay the royalties due under this Section to Assignor within sixty (60) days following the last day of the Calendar Half in which the royalties accrue. Assignee shall send Assignor with such royalties the report described in Section (b) above.

(d) Access to Records. Assignee shall maintain and cause its sublicensees to maintain, complete and accurate books and records that enable the royalties payable under this

Agreement to be verified. The records for each Calendar Half shall be maintained for three (3) years after the submission of each report under this Section. Upon reasonable prior notice to Assignee, Assignee shall provide Assignor with access to all books and records relating to the Sales of Products by Assignee and its sublicensees to conduct a review or audit of those books and records. Access to Assignee's books and records shall be made available not more than twice each calendar year, during normal business hours, and during each of three (3) years after the expiration or termination of this Agreement. If Assignee has underpaid any royalty due by five percent (5%) or more, then Assignee shall pay to Assignor promptly the costs and expenses of Assignor and its accountants in connection with their review or audit, in addition to such underpayment.

(e) Sublicense Fees. Assignee shall pay to Assignor, within thirty (30) days after the execution of any sublicense to use the Patents, a sublicense fee constituting a cash payment equal to ten percent (10%) of any:

(i) upfront cash payment made to Assignee in consideration of the sublicense, but excluding funds paid to Assignee for research and development purposes, loans from such sublicensee to Assignee and equity investments in Assignee at fair market value;

(ii) premium over the fair market value of equity investments in Assignee, where: (x) "premium" is defined as the amount by which cash amounts received by Assignee for a particular equity security exceed the "fair market value" of such security but only to the extent such excess is attributable to the grant of the associated sublicense; and (y) "fair market value" is (A) if Assignee's equity securities are regularly traded on a nationally recognized stock exchange or trading system, the closing price of Assignee's equity securities on the date of such sublicense or (B) if Assignee's equity securities are not regularly traded on a nationally recognized stock exchange or trading system, the fair market value of such securities as determined in good faith by Assignee's Board of Directors; and

(iii) non-cash consideration received by Assignee from a sublicense, such consideration to include, without limitation, equity in other companies but to exclude the value of any license granted to Assignee.

(f) Incomplete Rights. In the event that Assignee, in order to obtain exclusive rights to any of the Patents, pays or commits to pay amounts to the University Hospital of Erlangen or its affiliates, then the amount paid or payable by Assignee to such persons shall be deducted from the amounts otherwise payable to CONSULTANT pursuant to this Section 5.

6. Cooperation. Assignor agrees to cooperate with Assignee such that Assignee may enjoy to the fullest extent the Patents and Patent Rights conveyed in this Agreement. Such cooperation includes the execution and filing by the parties of the Assignments of Application with the PTO, substantially in the form of **Exhibit B** and similar documents to be filed with other, non-PTO patent authorities. Such cooperation includes the prompt execution by the Assignor of all papers that are deemed necessary or desirable by Assignee to perfect the right, title, and interest conveyed in this Agreement. Such cooperation also includes prompt assistance and cooperation by Assignee in the prosecution of legal proceedings involving the Patents. Assignee shall reimburse Assignor for reasonable costs incurred to provide such cooperation.

7. Assignee's obligations.

(a) Assignee assumes all of Assignor's duties and commitments under the Inventorship Agreement with The Rockefeller University, a copy of which is attached as **Exhibit C**.

(b) Assignee (as well as any legal successor of assignee) shall allow assignor to utilize the technology, the Patents, and the Patent Rights of **Exhibit A** within his clinic at the University Hospital of Erlangen or any other hospital.

8. Validity of this agreement. The parties acknowledge that this Agreement is part of a set of related transactions which are collectively contingent upon the Assignee successfully raising additional equity capital on or before July 6, 2001. It is acknowledged that: (a) if the Consulting Agreement between the parties is not executed by July 6, 2001, or (b) if Assignee has terminated the Consulting Agreement between the parties by written notice on or before said date, upon which the Consulting Agreement will become ineffective immediately, this Agreement shall be null and void in its entirety.

9. Severability. If any of the provisions of this Agreement are determined to be invalid or unenforceable in part, the remaining provisions, and the enforceable portions of any partially unenforceable provisions, will nevertheless be binding and enforceable.

10. Notices. Any notice required or permitted to be given under this Agreement will be sufficient if in writing, and if sent by registered or certified mail, postage prepaid, to the following:

If to Assignor:

Gerold Schuler, M.D.
University Hospital of Erlangen
Hartmannstr. 14, D-91052
Erlangen, Germany

If to Assignee:

Merix Bioscience, Inc.
4233 Technology Drive
Durham, North Carolina 27704

11. Waiver. The waiver by Assignee of a breach by the Assignor of any provisions of this Agreement will not operate and be construed as a waiver of any subsequent breach by the Assignor.

12. Binding Effect. This Agreement will be binding upon and will inure to the benefit of the parties, their respective heirs, representatives, successors, and assigns.

13. Entire Agreement. This Agreement, together with the related Consulting Agreement all exhibits and attachments will be deemed to express, embody and supersede all previous understandings, agreements, and commitments, whether written or oral, between the parties with respect to the subject matter hereof and to fully and finally set forth the entire agreement between the parties. All exhibits referenced herein are hereby incorporated by reference.

14. Governing Law. This Agreement will be governed by the substantive laws of the State of North Carolina, without regard to its principles governing conflict of laws.

15. Gender. All references to gender will be interchangeable with the masculine, feminine, and neuter, as applicable.

16. Headings. The headings in this Agreement are included for convenience of reference, and in the event of any conflict between such headings and the text of this Agreement, the text will control.

17. Modification. This agreement supersedes all prior agreements between the parties and constitutes the entire agreement between the parties on the subjects herein. The provisions of this Agreement may not be amended, deleted, or modified unless in a writing signed by all parties hereto.

18. Jurisdiction; Venue. Any suit, action or proceeding or any judgment entered by any court in respect thereof, will be brought in North Carolina, and the parties hereby submit to the jurisdiction of such courts for the purpose of any such suit, action, or proceeding. The parties hereby irrevocably consent to the service of process in any suit, action or proceeding in said courts by the mailing thereof by registered or certified mail, postage prepaid, to the parties' respective addresses pursuant to Section 10 of this Agreement. Each party hereby irrevocably waives any objections which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement if brought in North Carolina, and hereby further irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized officer effective as of the date first written above.

ASSIGNOR:

G Schuler

Gerold Schuler, M.D.

Elsgasser,
26 11 June 01

ASSIGNEE:

MERIX BIOSCIENCE, INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized officer effective as of the date first written above.

ASSIGNOR:

Gerold Schuler, M.D.

ASSIGNEE:

MERIX BIOSCIENCE, INC.

By: Mark T. Weeden
Name: MARK T. WEEDEN
Title: PRESIDENT & CEO